

REMARKS

Claims 27, 30-40, 43-49, 51, and 52 are pending and under current examination. Applicants respectfully traverse the rejections made in the Final Office Action, wherein the Examiner:

- (a) rejected claims 27, 30-35¹, 38-40, 43-46, 49, 51, and 52 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,510,145 B1 ("Kim") in view of Canadian Patent Application No. 2 330 707 ("Wojtowicz") and further in view of U.S. Patent No. 6,437,786 B1 ("Yasukawa"); and
- (b) rejected claims 36, 37, 47, and 48 under 35 U.S.C. § 103(a) as being unpatentable over Kim in view Wojtowicz and Yasukawa, and in further view of "Official Notice."

Rejection of Claims 27, 30-35, 38-40, 43-46, 49, 51, and 52 under 35 U.S.C. § 103(a)

Applicants request reconsideration and withdrawal of the rejection of claims 27, 30-35, 38-40, 43-46, 49, 51, and 52 under 35 U.S.C. § 103(a) as being unpatentable over Kim in view of Wojtowicz and in further view of Yasukawa.

The Final Office Action has not properly resolved the *Graham* factual inquiries, the proper resolution of which is the requirement for establishing a framework for an objective obviousness analysis. See M.P.E.P. § 2141(II), citing to *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), as reiterated by the U.S. Supreme Court in *KSR International Co. v. Teleflex Inc.*, 550 U.S. 398, 82 USPQ2d 1385 (2007).

In particular, the Final Office Action has not properly determined the scope and content of the prior art. Kim, Wojtowicz, and Yasukawa, whether taken alone or in any combination, do not teach or suggest what the Final Office Action attributes to them. In

¹ The Final Office Action mistakenly included claims 28 and 29 in this rejection because Applicants previously cancelled these claims.

addition, the Final Office Action has not properly ascertained the differences between the claimed invention and the prior art, at least because the Final Office Action has not interpreted the prior art and considered both the invention and the prior art as a whole. See M.P.E.P. § 2141(II)(B).

Independent claim 27 recites "generating at least one delivery packet containing the multimedia service contents and further containing a corresponding service logic defining how the multimedia service contents are presented at the at least one terminal," and independent claims 40, 51, and 52 contain similar recitations. Kim, Wojtowicz, and Yasukawa, whether taken alone or in any combination, do not teach or suggest at least Applicants' claimed "delivery packet," which contains both "multimedia service contents" and "corresponding service logic," as recited in claim 27.

The Final Office Action admits that Kim "does not explicitly teach [that the at least one delivery packet] further contain[s] a corresponding service logic defining how the multimedia service contents are presented at the at least one terminal or presenting the received multimedia service contents at the at least one terminal in a manner defined by the received service logic." Final Office Action, p. 3. The Final Office Action then cites to p. 8, line 10 through p. 9, line 5 of Wojtowicz, alleging that "Wojtowicz teaches containing [] corresponding information defining how the service contents are presented at the at least one terminal and presenting the received service contents at the at least one terminal." *Id.* This characterization of Wojtowicz, however, is incorrect.

Wojtowicz discloses, at p. 8, line 10 through p. 9, line 5, that compositors 44, which are components included in the Maui server, as shown in Fig. 2, "integrate all of the graphics and text in a manner to be displayed on a particular client device."

Wojtowicz, p. 8, lines 13-14. Wojtowicz also discloses that layout managers 46, which are also components included in the Maui server, as shown in Fig. 2, "determine where the GUI components will be placed in relation to one another when displayed on the client devices 12." *Id.* at p. 8, lines 19-21. Wojtowicz further discloses client components 48, which are components included in the Maui server. *Id.*, p. 8, line 26 through p. 9, line 4. Nevertheless, this portion of Wojtowicz referenced by the Final Office Action does not teach or suggest "generating at least one delivery packet . . . containing a corresponding service logic defining how the multimedia service contents are presented at the at least one terminal" (emphasis added), as recited in claim 27.

Furthermore, even assuming solely for the sake of argument that Wojtowicz teaches a component (e.g., layout managers 46) included in the Maui server which may control the display at the client device 12, the alleged combination of the teachings of Wojtowicz and Kim still would not have resulted in the above-quoted features recited in claim 27 without having the benefit of referring to Applicants' disclosure, at least because neither Kim nor Wojtowicz discloses generating a delivery packet containing, in part, service logic defining how the multimedia service contents are presented at a terminal in a wireless network.

While admitting that "Wojtowicz does not explicitly teach service logic defining how the multimedia service contents are presented at the at least one terminal," the Final Office Action alleges that Yasukawa's image controlling data constitutes "service logic" recited in claim 27. See Final Office Action, p. 4. In addition, the Final Office Action alleges that Yasukawa teaches features related to "generating the corresponding

service logic . . . , "installing a new software cartridge . . . , and "generating a service logic . . . , as recited in claim 27. *Id.*

In particular, the Final Office Action cites to Yasukawa's col. 3, line 33 through col. 4, line 36 for its alleged teaching of "generating the corresponding service logic . . . , as recited in claim 27. Final Office Action, p. 4. This portion of Yasukawa, however, merely discloses "preparing data that include . . . image controlling data at the at least one server" (col. 3, lines 25-27), and "transferring the data that includes . . . the image controlling data from the at least one specified server with which communication has been established to the projector" (col. 3, lines 31-34). Even assuming solely for the sake of argument that Yasukawa's image controlling data can be construed as service logic in the manner proposed by the Final Office Action, Yasukawa still does not teach or suggest "generating the corresponding service logic using software stored in at least one software cartridge installed in a delivery application logic common to a plurality of multimedia services, each software cartridge containing software specific to a given multimedia service." as recited in claim 27 (emphasis added), at least because Yasukawa does not teach or suggest "a delivery application logic common to a plurality of multimedia services," and that "each software cartridge containing software specific to a given multimedia service" (emphasized).

The M.P.E.P. requires that "[a]ll words in a claim must be considered in judging the patentability of that claim against the prior art." M.P.E.P. § 2143.03. The Final Office Action, however, has not considered all words in its analysis with respect to the above-quoted features recited in claim 27.

The Final Office Action also cites to Yasukawa's col. 2, line 43 through col. 3, line 45 for its alleged teaching of "installing a new software cartridge in the delivery application [logic], the installed software cartridge associated with a new multimedia service." Final Office Action, p. 4. Contrary to the Final Office Action's allegation, this portion of Yasukawa, however, does not teach or suggest the "installing" feature recited in claim 27. Instead, Yasukawa teaches, at col. 2, line 43 through col. 3, line 45, a plurality of steps of two methods. None of the steps disclosed in Yasukawa, however, teaches the "installing" feature recited in claim 27, and the Final Office Action does not specifically point out which step disclosed in Yasukawa allegedly teaches or suggests the claimed "installing" feature. Moreover, because Yasukawa does not teach or suggest the claimed "installing" feature, Yasukawa's col. 2, line 43 through col. 3, line 45 also does not teach or suggest "generating a service logic corresponding to the new multimedia service using software stored in the installed software cartridge," as recited in claim 27.

Finally, Yasukawa does not teach or suggest that the claimed "delivery packets" are sent to the "at least one terminal via a wireless network," as recited in claim 27 (emphasis added), and it would not have been obvious to modify Yasukawa to use a wireless network. In contrast, Yasukawa teaches transmitting data over a hardwired network to fixed projectors. See Yasukawa, Figs. 3 and 4, and col. 10, lines 26-31, describing "LAN as a structure of a network [and using] . . . optical fiber cable . . . coaxial cable . . . [or] twisted wire pair cable . . . as the communication cable." There is no teaching or suggestion in Yasukawa of "providing multimedia service contents to at least one terminal via a wireless network," as recited in claim 27.

For at least the foregoing reasons, Kim, Wojtowicz, and Yasukawa, whether taken alone or in any combination, do not teach or suggest each and every feature of independent claim 27. Independent claim 27 is thus nonobvious over the cited references, and should be allowable. Although of different scope, independent claims 40, 51, and 52 recite features similar discussed above in connection with independent claim 27. Thus, independent claims 40, 51, and 52 should also be allowable for at least the same reasons discussed above with respect to claim 27. Dependent claims 30-35, 38, 39, 43-46, and 49 should also be allowable at least by virtue of their respective dependence from nonobvious base claim 27 or 40. Accordingly, Applicants request reconsideration and withdrawal of the 35 U.S.C. § 103(a) rejection.

Rejection of Claims 36, 37, 47, and 48 under 35 U.S.C. § 103(a)

Applicants request reconsideration and withdrawal of the rejection of claims 36, 37, 47, and 48 under 35 U.S.C. § 103(a) as being unpatentable over Kim in view of Wojtowicz and Yasukawa, and in further view of "Official Notice." As discussed in the previous section, independent claims 27 and 40 are nonobvious over the cited references, at least because the Final Office Action has neither properly determined the scope and content of the prior art, nor properly ascertained the differences between the prior art and the claimed invention. The addition of the Final Office Action's Official Notice as to dependent claims 36, 37, 47, and 48 does not alter the reasoning presented in the previous section as to the independent claims.

Therefore, Applicants' independent claims 27 and 40 are not obvious over the cited references in view of Kim, Wojtowicz, Yasukawa, and Official Notice, taken alone or in any combination. Dependent claims 36, 37, 47 and 48 should be allowable at least

by virtue of their respective dependence from base claim 27 or 40, and because they recite additional features not taught or suggested by the cited references. Accordingly, Applicants request reconsideration and withdrawal of the 35 U.S.C. § 103(a) rejection.

Conclusion

Applicants request reconsideration of the application and withdrawal of the rejections. Pending claims 27, 30-40, 43-49, 51, and 52 are in condition for allowance, and Applicants request a favorable action.

The Final Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Final Office Action.

If there are any remaining issues or misunderstandings, Applicants request the Examiner telephone the undersigned representative to discuss them.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: April 1, 2010

By:

David M. Longo
Reg. No. 53,235

/direct telephone: (571) 203-2763/